## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM808389

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                      |
|-----------------------|---|
| NATURE OF CONVEYANCE: | First Lien Intellectual Property Security Agreement |

#### **CONVEYING PARTY DATA**

| Name     | Formerly | Execution Date | Entity Type           |
|----------|----------|----------------|-----------------------|
| CRF Inc. |          | 09/05/2018     | Corporation: DELAWARE |

#### **RECEIVING PARTY DATA**

| Name:           | Jefferies Finance LLC, as Agent     |
|-----------------|-------------------------------------|
| Street Address: | 520 Madison Avenue                  |
| City: New York  |                                     |
| State/Country:  | NEW YORK                            |
| Postal Code:    | 10022                               |
| Entity Type:    | Limited Liability Company: DELAWARE |

#### **PROPERTY NUMBERS Total: 11**

| Property Type  | Number   | Word Mark       |  |
|----------------|----------|-----------------|--|
| Serial Number: | 86966251 | CRF HEALTH      |  |
| Serial Number: | 86966254 | CRF HEALTH      |  |
| Serial Number: | 86966241 | CRF HEALTH      |  |
| Serial Number: | 86691327 | SIMPLY RELIABLE |  |
| Serial Number: | 86691329 | SIMPLY RELIABLE |  |
| Serial Number: | 86691314 | TRIALMAX CONMED |  |
| Serial Number: | 86691321 | TRIALMAX CONMED |  |
| Serial Number: | 86691324 | TRIALMAX CONMED |  |
| Serial Number: | 86691319 | TRIALMAX CONMED |  |
| Serial Number: | 86959982 | TRIALSTUDIO     |  |
| Serial Number: | 86959975 | TRIALSTUDIO     |  |

#### **CORRESPONDENCE DATA**

900770903

Fax Number: 2127514864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2129061209

Email: JESS.BAJADA-BARTLETT@LW.COM

**Correspondent Name:** Jessica Bajada-Bartlett Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

REEL: 008063 FRAME: 0340

**TRADEMARK** 

| ATTORNEY DOCKET NUMBER: | 038507-1118                 |
|-------------------------|-----------------------------|
| NAME OF SUBMITTER:      | Jessica Bajada-Bartlett     |
| SIGNATURE:              | /s/ Jessica Bajada-Bartlett |
| DATE SIGNED:            | 05/05/2023                  |

#### **Total Attachments: 11**

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#### FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 5, 2018, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), by Clinapps, Inc., a California corporation, Bracket Global LLC, a Delaware limited liability company, Motentia, LLC, a Virginia limited liability company, CRF Inc., a Delaware corporation, and Entra Health Systems LLC, a California limited liability company (each, a "Grantor") in favor of Jefferies Finance LLC, as administrative agent and as collateral agent (together with its successors in such capacities, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of September 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors (for this purpose only, as defined therein) party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to Bracket Intermediate Holding Corp., a Delaware corporation (the "Borrower"), subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of September 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Buccaneer Midco Limited, a company incorporated under the laws of England and Wales ("UK Holdings"), Buccaneer Bidco Limited, a company incorporated under the laws of England and Wales ("UK Intermediate"), BI Gen Holdings, Inc., a Delaware corporation ("US Holdings"), BI Gen Intermediate, Inc., a Delaware corporation ("US Intermediate" and, together with UK Holdings, UK Intermediate and US Holdings, the "Holdings Entities"), the Borrower, the Lenders from time to time party thereto and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest*. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of each Grantor (collectively, the "IP Collateral"; provided, however, that notwithstanding anything to the contrary in this Agreement, the IP Collateral shall not include any Excluded Asset):

(a) all Trademarks listed on <u>Schedule I</u> hereto, and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements and dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically

granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, to the extent the same no longer constitute Excluded Assets and would otherwise constitute Collateral.

SECTION 3. *Security Agreement*. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. *Termination or Release*. (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in <u>Article 8</u> and <u>Section 9.22</u> of the Credit Agreement.

- (b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at each Grantor's expense, all UCC termination statements, security interest terminations and releases for filing with the United States Patent and Trademark Office and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.
- (c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. *Counterparts*. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY IP COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (OR ANY APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR

# AGREEMENT (OR SUCH ACCEPTABLE INTERCREDITOR AGREEMENT, AS APPLICABLE) SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CLINAPPS, INC., as a Grantor

By.

Name: Michael Nolte

Title: Chief Executive Officer and President

BRACKET GLOBAL LLC,

as a Grantes

By:

Name: Michael Nolte

Title: Chief Executive Officer and President

MOTENTIA, LLC,

as a Grantor

By:

Name: Michael Nolte

Title:

Chief Executive Officer

Signature Page to First Lien Trademark Security Agreement

| CRF INC.,                 |  |
|---------------------------|--|
| as a Grantor              |  |
|                           |  |
| Ву:                       |  |
| Name:                     | CO. TOWNS IN THE SECOND |
| Title:                    |  |
|                           |  |
| ENTRA HEALTH SYSTEMS LLC, |  |
| as a Grantor              |  |
| $\bigcirc$ 0              |  |
| By: Sec                   |  |
| Name:                     | WWW. Chouse Company of the Company   |
| Title:                    |  |

ACCEPTED AND AGREED as of the date first above written:

JEFFERIES FINANCE LLC, as Agent

By:

Name:

Title:

Jason Kennedy Managing Director

### **SCHEDULE I**

#### U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

|     | Title                            | Application     | Application          | Registration | Registration<br>Date | Record Owner          |
|-----|----------------------------------|-----------------|----------------------|--------------|----------------------|-----------------------|
| 1.  | CRF HEALTH                       | Number 86966241 | <b>Date</b> 4/6/2016 | Number       | Date                 | CRF Inc.              |
|     | CRF HEALTH                       |                 |                      |              |                      |                       |
| 2.  |                                  | 86966254        | 4/6/2016             |              |                      | CRF Inc.              |
|     | HEALTH<br>CRF HEALTH             |                 |                      |              |                      |                       |
| 3.  |                                  |                 |                      | 5115638      | 1/3/2017             | CRF Inc.              |
|     | HEALTH                           |                 |                      |              |                      |                       |
|     | CRF HEALTH                       |                 |                      |              |                      |                       |
|     | SIMPLY<br>  RELIABLE             |                 |                      |              |                      |                       |
| 4.  | RELIABLE                         |                 |                      | 5115639      | 1/3/2017             | CRF Inc.              |
| '-  | HEALTH                           |                 |                      |              |                      |                       |
|     | CRF HEALTH                       |                 |                      |              |                      |                       |
|     | SIMPLY                           |                 |                      |              |                      |                       |
|     | RELIABLE                         |                 |                      | 4684143      | 2/10/2015            | Entra Health          |
| 5.  | E 🐼 S                            |                 |                      | 1004143      | 2/10/2013            | Systems LLC           |
|     | Entra Health Systems E H S ENTRA |                 |                      |              |                      |                       |
|     | HEALTH                           |                 |                      |              |                      |                       |
|     | SYSTEMS                          |                 |                      | 2056447      | 5/10/2011            | CDE I                 |
| 6.  | HEALTH                           |                 |                      | 3956447      | 5/10/2011            | CRF Inc.              |
|     | CRF HEALTH                       |                 |                      |              |                      |                       |
| 7.  |                                  | 86966251        | 4/6/2016             |              |                      | CRF Inc.              |
|     | HEALTH<br>CRF HEALTH             |                 |                      |              |                      |                       |
| 8.  | CRITICALIII                      |                 |                      | 4533812      | 5/20/2014            | CRF Inc.              |
| 0.  | HEALTH                           |                 |                      |              |                      |                       |
|     | C-R-F HEALTH                     |                 |                      |              |                      |                       |
|     | REAL PATIENT                     |                 |                      |              |                      |                       |
|     | DATA 24/7                        | 86959982        | 3/31/2016            |              |                      | CRF Inc.              |
| 9.  | TRIALSTUDIO                      | 00737702        | 3/31/2010            |              |                      | CIXI IIIC.            |
| 10  | TRIALSTUDIO<br>BRACKET           |                 |                      | 4405724      | 9/24/2013            | Bracket Global        |
| 10. | DIACKET                          |                 |                      | TTUJ/4T      | )14T14U13            | LLC                   |
| 11. | BRACKET                          |                 |                      | 4246504      | 11/20/2012           | Bracket Global<br>LLC |
| 12. | BRACKET eCOA                     | 87064086        | 6/8/2016             | 516444       | 3/21/2017            | Bracket Global        |
| 12. |                                  |                 |                      |              |                      | LLC                   |

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|     | Title   | Application<br>Number | Application<br>Date | Registration<br>Number | Registration<br>Date | Record Owner                |
|-----|---|-----------------------|---------------------|------------------------|----------------------|-----------------------------|
| 13. | BRACKET RTSM  |                       |                     | 4405650                | 9/24/2013            | Bracket Global<br>LLC       |
| 14. | BRACKET<br>SCIENCE.<br>TECHNOLOGY.<br>SERVICE.          | 87064094              | 6/8/2016            | 5164442                | 3/21/2017            | Bracket Global<br>LLC       |
| 15. | CAREMAX   | 87397715              | 4/4/2017            |                        |                      | CRF Inc.                    |
| 16. | CAREMAX<br>CDR SYSTEM                                   |                       |                     | 4409947                | 10/1/2013            | Bracket Global<br>LLC       |
| 17. | CLINAPPS  |                       |                     | 3084665                | 4/25/2006            | Clinapps, Inc.              |
| 18. | COGNITIVE<br>DRUG RESEARCH                              |                       |                     | 4519989                | 4/29/2014            | Bracket Global<br>LLC       |
| 19. | CONCORDANT<br>SYSTEM                                    |                       |                     | 4405751                | 9/24/2013            | Bracket Global<br>LLC       |
| 20. | CRF HEALTH  |                       |                     | 3953087                | 5/3/2011             | CRF Inc.                    |
| 21. | CRF HEALTH  | 86966246              | 4/6/2016            |                        |                      | CRF Inc.                    |
| 22. | CRF HEALTH ENDPOINT RELIABILITY                         |                       |                     | 4574228                | 7/29/2014            | Bracket Global<br>LLC       |
| 23. | EPRO LOG  |                       |                     | 3872063                | 11/9/2010            | Bracket Global<br>LLC       |
| 24. | EPRO-NOW  |                       |                     | 4143256                | 5/15/2012            | Bracket Global<br>LLC       |
| 25. | INCREASING THE<br>POWER OF<br>CLINICAL<br>RESEARCH DATA | 87064097              | 6/8/2016            | 5164443                | 3/21/2017            | Bracket Global<br>LLC       |
| 26. | IR2   |                       |                     | 4405725                | 9/24/2013            | Bracket Global<br>LLC       |
| 27. | MPAL mPai   |                       |                     | 5144765                | 2/21/2017            | Motentia, LLC               |
| 28. | mProve  |                       |                     | 4589888                | 8/19/2014            | Motentia, LLC               |
| 29. | MPROVE mPulse   | 86931433              | 3/7/2016            |                        |                      | Motentia, LLC               |
|     | MPULSE  |                       |                     |                        |                      |                             |
| 30. | mTrack  |                       |                     | 5149349                | 2/28/2017            | Motentia, LLC               |
| 31. | MTRACK MYGLUCOHEALT H                                   |                       |                     | 3616194                | 5/5/2009             | Entra Health Systems LLC    |
| 32. | MYGLUCOHEALT<br>H                                       |                       |                     | 3908549                | 1/18/2011            | Entra Health<br>Systems LLC |

|     | Title                      | Application<br>Number | Application<br>Date | Registration<br>Number | Registration<br>Date | Record Owner                |
|-----|----------------------------|-----------------------|---------------------|------------------------|----------------------|-----------------------------|
| 33. | MYHEALTHPOIN<br>T          |                       |                     | 4879223                | 1/5/2016             | Entra Health<br>Systems LLC |
| 34. | PRECISION AT<br>EVERY STEP |                       |                     | 4405722                | 9/24/2013            | Bracket Global<br>LLC       |
| 35. | RATER STATION              |                       |                     | 4538497                | 5/27/2014            | Bracket Global<br>LLC       |
| 36. | SIMPLY<br>RELIABLE         | 86691327              | 7/13/2015           |                        |                      | CRF Inc.                    |
| 37. | SIMPLY<br>RELIABLE         | 86691329              | 7/13/2015           |                        |                      | CRF Inc.                    |
| 38. | SMARTSUPPLIES              |                       |                     | 3095047                | 5/23/2006            | Clinapps, Inc.              |
| 39. | STUDYIQ                    | 87397697              | 4/4/2017            |                        |                      | CRF Inc.                    |
| 40. | TECHNOLOGY<br>FROM DAY 1   |                       |                     | 4440054                | 11/26/2013           | Bracket Global<br>LLC       |
| 41. | TFD1                       |                       |                     | 4669516                | 1/13/2015            | Bracket Global<br>LLC       |
| 42. | TRIAL GUIDE                |                       |                     | 5127181                | 1/24/2017            | Motentia, LLC               |
| 43. | TRIALCONSENT               |                       |                     | 5325966                | 10/31/2017           | CRF Inc.                    |
| 44. | TRIALCONSENT               |                       |                     | 5325949                | 10/31/2017           | CRF Inc.                    |
| 45. | TRIALMANAGER               |                       |                     | 5221027                | 6/13/2017            | CRF Inc.                    |
| 46. | TRIALMANAGER               |                       |                     | 5221028                | 6/13/2017            | CRF Inc.                    |
| 47. | TRIALMAX                   |                       |                     | 3114603                | 7/11/2006            | CRF Inc.                    |
| 48. | TRIALMAX APP               |                       |                     | 4855180                | 11/17/2015           | CRF Inc.                    |
| 49. | TRIALMAX APP               |                       |                     | 4772713                | 7/14/2015            | CRF Inc.                    |
| 50. | TRIALMAX<br>CONMED         | 86691321              | 7/13/2015           |                        |                      | CRF Inc.                    |
| 51. | TRIALMAX<br>CONMED         | 86691319              | 7/13/2015           |                        |                      | CRF Inc.                    |
| 52. | TRIALMAX<br>CONMED         | 86691324              | 7/13/2015           |                        |                      | CRF Inc.                    |
| 53. | TRIALMAX<br>CONMED         | 86691314              | 7/13/2015           |                        |                      | CRF Inc.                    |
| 54. | TRIALMAX<br>SLATE          |                       |                     | 5085876                | 11/22/2016           | CRF Inc.                    |
| 55. | TRIALMAX<br>SLATE          |                       |                     | 5085877                | 11/22/2016           | CRF Inc.                    |

|     | Title               | Application<br>Number | Application<br>Date | Registration<br>Number | Registration<br>Date | Record Owner          |
|-----|---------------------|-----------------------|---------------------|------------------------|----------------------|-----------------------|
| 56. | TRIALMAX<br>SLATE   |                       |                     | 4605863                | 9/16/2014            | CRF Inc.              |
| 57. | TRIALMAX<br>SLATE   |                       |                     | 4589022                | 8/19/2014            | CRF Inc.              |
| 58. | TRIALMAX<br>SYNAPSE |                       |                     | 4808778                | 9/8/2015             | CRF Inc.              |
| 59. | TRIALMAX<br>SYNAPSE |                       |                     | 4808779                | 9/8/2015             | CRF Inc.              |
| 60. | TRIALMAX<br>TOUCH   |                       |                     | 4407664                | 9/24/2013            | CRF Inc.              |
| 61. | TRIALMAX<br>TOUCH   |                       |                     | 4605864                | 9/16/2014            | CRF Inc.              |
| 62. | TRIALMAX<br>TOUCH   |                       |                     | 4593141                | 8/26/2014            | CRF Inc.              |
| 63. | TRIALMAX<br>TOUCH   |                       |                     | 4400505                | 9/10/2013            | CRF Inc.              |
| 64. | TRIALMAX WEB        |                       |                     | 4407663                | 9/24/2013            | CRF Inc.              |
| 65. | TRIALMAX WEB        |                       |                     | 4392671                | 8/27/2013            | CRF Inc.              |
| 66. | TRIALSTUDIO         | 86959975              | 3/31/2016           |                        |                      | CRF Inc.              |
| 67. | VERIFIED            |                       |                     | 4405723                | 9/24/2013            | Bracket Global<br>LLC |

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**RECORDED: 05/05/2023**